

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 16	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. W56HZV-04-C-T002		3. Award/Effective Date 2003NOV13		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name PATRICIA ANN BIERI		B. Telephone Number (No Collect Calls) (586) 574-8286		6. Solicitation Issue Date	
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: BIERIP@TACOM.ARMY.MIL		Code W56HZV 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked		12. Discount Terms	
				<input checked="" type="checkbox"/> See Schedule			
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				13b. Rating DOA4			
				14. Method Of Solicitation			
<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB		<input type="checkbox"/> RFP			
15. Deliver To SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		Code Y00000		16. Administered By DCMA SOUTH FLORIDA-HOLLYWOOD 6100 HOLLYWOOD BLVD., SUITE 310 HOLLYWOOD, FL 33024-7981			
Telephone No.				Code S1212A			
17. Contractor/Offeror MIAMIAMBULANCE.COM, LLC 3590 NW 36TH STREET MIAMI, FL. 33142-5040		Code 3HE92 Facility		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264			
Telephone No. (305) 638-9224				Code HQ0338			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 21 42035000046D6D09P51200331E1 S20113 W56HZV						26. Total Award Amount (For Govt. Use Only) \$217,979.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return 2 Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) M. J. FRANZEN /SIGNED/ FRANZENM@TACOM.ARMY.MIL (810) 574-6304		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative				32c. Date		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				41c. Date		42b. Received At (Location)	
				42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 16
	PIIN/SIIN W56HZV-04-C-T002	MOD/AMD	
Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC			

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Clause]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2310-01-094-1372 FSCM: 19207 PART NR: ACVCIH0104 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> PRON: EH4AD001EH PRON AMD: 02 ACRN: AA AMS CD: 51200358019 CUSTOMER ORDER NO: W56HZV04P001 2003 FORD E-350 TYPE II AEV TRAUMAHAWK AMBULANCES WITH MEDICAL EQUIPMENT LISTED AT CLAUSE I-1. (End of narrative B001) <u>Packaging and Marking</u> STANDARD COMMERCIAL PACKAGING FOR EXPORT (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV3311U561 Y00000 M 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 29-NOV-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	2	EA	\$ 108,989.50000	\$ 217,979.00

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 16

PIIN/SIIN W56HZV-04-C-T002**MOD/AMD**

Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	EH4AD001EH 51200358019 W56HZV04P001	AA	1	21 42035000046D6D09P51200331E1 S20113	4ZZAPC	W56HZV \$	217,979.00
						TOTAL \$	217,979.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21	42035000046D6D09P51200331E1	S20113		W56HZV	\$ 217,979.00
						TOTAL	\$ 217,979.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 16
	PIIN/SIIN W56HZV-04-C-T002MOD/AMD	
Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC		

CONTRACT CLAUSES

I-1 MEDICAL EQUIPMENT TO BE SUPPLIED WITH AMBULANCES

QTY	ITEM#	PRODUCT DESCRIPTION
2	STRYKER	STRETCHER EZ-PRO
2		ACCESSORIES FOR EX-PRO (IV POLE, O2 TUBE HOLDER, AND DEFIBRILLATOR PLATFORM)
2	ID-35775PYL	ULTRAVEU BOARD 100% X-RAY TRANSLUCENT WITH PIN
10		BURN BLANKET WATER JEL
10	PKG	HEADLOCK PAD DISP. IMMOBILIZER
4	50131P	BACKBOARD SPIDER STRAPS
2	35955	SHORT BOARD
2	174567	BG MONITOR GLUCOMETER
4	LS-AU-100	BLOOD PRESSURE CUFF
2	ADC	MULTIKUF SYSTEM
4		JUMP BAG BLACKHAWK
12	172290	STETHOSCOPE
10		BURN KIT WATER JEL
20		BVM ADULT
20		C-COLLAR ADJUSTABLE 16 POSITIONS
4	682274	DRUG BOX
3		KED
6		LARYNGOSCOPE HANDLE ADULT-PEDIATRIC
18		BLADES
3		LARYNGOSCOPE CASE
40		TRACH TUBES ENDOTRACHEAL
1 BOX		STYLETS
6		EMERGENCY PNEUMOTHORAX KIT
BOX		CHEST DRAIN VALVES
3		NASOPHARYNGEAL AIRWAY SET
4		OROPHARYNGEAL AIRWAY SET
4		CHRRICH KIT NU-TRAKE
6 BOX		DISPOSABLE PEN-LIGHT 6/BOX
3	ZOLL SERIES M-	MONITOR-DEFIBRILLATOR 12 LEADS, FEATURES FOR: ETco2, NIBP, SPO2. ADVISORY.
4	BCI3420	DIGIT FINGER OXIMETER DIGIT
4		CARRYBAG FOR DIGIT OXIMETER
2		PORTABLE OXYGEN CYLINDER WITH RE.
4		OXYGEN REGULATORS FOR 870 VALVE
20		SINGLE USE RESTRAINT STRAPS
8	660026	AIR SPLINT SET
2	JSU-800	STAIR CHAIR
2	SSCORT	SUCTION DEVICE (PORTABLE) VX2
2 BOX		PAPER FOR MONITOR DEFIBRIL. 10/BOX
1		12 LEADS CABLE FOR MONITOR-DEF.
1 BOX		GEL FOR DEFIBRILLATOR
2		BATTERIES FOR VX2 SUCTION UNIT
2		PEDI-PADZ FOR MINTOR ZOLL
2		SUCTION DEVICE (MOUNTED)
2		ELECTRONIC THERMOMETER
40 BOX	17221000	THERMOMETER SHEATHS. 20/BOX
2	171404190	THERMOMETER MOUNT
2	351001	TRANSPORT INFUSION PUMP - MILITARY GRADE. INCLUDE CHARGER
2		CARRY CASE FOR INFUSION PUMP
2 BOX		STANDARD IV PUMP SETS WITH DUAL Y SITES. 25/BOX
3		ZOLL AED PLUS COMPLETE WITH CARRY CASE
4		STAT-PADS II FOR AED PLUS
6		CPR PADS FOR AED PLUS
1		AMBU MEGA CODE TRAINER SYSTEM
1	186-000	AMBU INTUBATION TRAINER - ADULT

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 16
	PIIN/SIIN W56HZV-04-C-T002	MOD/AMD	

Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

1	28200-4000	AMBU INTUBATION TRAINER - PEDI
24		BTLS (BOOKS)
24		PHTLS (BOOKS)
4		PELICAN BOX - (2 ORANGE AND 2 YELLOW)
2		AUTOVENT 3000 VENTILATOR FOR ADULT AND PEDIATRIC USE.
		ALLIED HEALTHCARE PRODUCTS
8	350310	PRESSURE INFUSER
9 BOX		INFUSION CATHETERS - 12GA - 14 GA - 16GA PROTECTIVE
20	530024	EASY CAP - ADULT
20	530025	PEDI CAP - PEDIATRIC
2	JSA-400	SCOOP STRETCHER
BOX	D4808	YANKAUER SUCTION
2	590100	V-VAC STARTER KIT
8		BVM - PEDIATRIC
4		TRACTION SPLINT COMBO KIT
2		BROSELOW HINKLE PEDIATRIC SYSTEM
48		WATER JEL BURN DRESSING 4" X 16"
48		WATER JEL FACE MASK 12" X 16"
4		STAT - PADS FOR MONITOR - DEF.

*** END OF NARRATIVE I 001 ***

I-2. YOU MUST INCLUDE A RADIO FREQUENCY IDENTIFICATION TAG ON SHIPMENTS DIRECTED TO SOUTHWEST ASIA (AFGHANISTAN, ALGERIA, BAHRAIN, CYPRUS, DJIBOUTI, EGYPT, ERITREA, IRAN, IRAQ, ISRAEL, JORDAN, KAZAKHSTAN, KUWAIT, KYRGYSTAN, LEBANON, LIBYA, MOROCCO, OMAN, QATAR, SAUDI ARABIA, SOMALIA, SUDAN, SYRIA, TAJIKISTAN, TUNISIA, TURKEY, TURKMENISTAN, UNITED ARAB EMIRATES, UZBEKISTAN, YEMEN).

THE DEFENSE DISTRIBUTION CENTER AT NEW CUMBERLAND, PA WILL CREATE THE TAG FOR THIS CONTRACT AND EXPRESS MAIL IT TO YOU FOR INCLUSION ON YOUR ITEMS AT NO ADDITIONAL COST. IN ORDER FOR THE DDC TO PREPARE A TAG, THE INFORMATION PROVIDED IN THE ATTACHMENT BELOW MUST BE EMAILED (delivery@ddc.dla.mil) TO THEM 2 - 3 DAYS BEFORE SHIPMENT. ALSO INCLUDE THE MAILING ADDRESS TO WHICH THE DDC IS TO SEND YOUR TAG(S).

THE SHIPPER SHOULD BE ABLE TO PROVIDE THIS INFORMATION. IF YOU AHVE ANY QUESTIONS, CALL THE DDC AT 800-456-5507 FOR HELP.

RF Tag Required Elements

Ship from DODAAC	Enter Shipper DODAAC (<u>SC3103</u> is DDC)
Ship to DODAAC	Consignee (DODAAC)
Mark For DODAAC	Consignee (DODAAC)
Ultimate Consignee	Consignee (DODAAC)
Priority	
Required Delivery Date	Required Delivery Date at Customer
Mode	
Carrier Code	4-digit Alpha Code (Preferred Ocean Carrier)
Ownership SCAC	4-digit Alpha Prefix from Container
Container Number	
Vessel Name	
Scheduled Sail Date	
POE/APOE	(DTR 3-Ccharacter Code)
POD/APOD	(DTR 3-Ccharacter Code)
Container TCN	
Seal Number	Enter Info from Vendor, or Applied by DDC
Bill of Lading Number	For Air Shipments
Purchase Order Number	Contract Number (Optional)
National Stock Number	
Nomenclature	
Declared Value	Enter NSN Total Price
Quantity	
Unit of Issue	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 16
	PIIN/SIIN W56HZV-04-C-T002	MOD/AMD	

Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

Condition Code

NMFC

For Air Shipments

Commodity Codes

of Seavans Requested

Enter total # Seavans This Shipment (Usually One)

Container Size

Size Container Requested (20=20-ft Seavan)

Type Container

Dry or Freeze (Refrigerated Container)

Estimated # of Pieces

Enter # Pieces Loaded in Container;

NOT Quantity from MRO (6 = 6 Pallets)

Est. Weight EA Container

Enter Actual Commodity Weight

Est. Cube EA Container

Enter Cargo Cube

Dimensions

Required for Air Shipments

Oversize Dimensions

If Applicable (For Surface or Air Shipments)

Port Call File Number

Booking Number

TAC Code

Project Code

If Applicable

Cargo Remarks

Any Additional Information Describing Shipment.

*** END OF NARRATIVE I 002 ***

	Regulatory Cite	Title	Date
1	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
2	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
5	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
6	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
7	52.247-29	F.O.B. ORIGIN	JUN/1988
8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
9	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
10	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
11	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
12	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2003

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

(5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)

(ii) Alternate I (Oct 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 8 of 16
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Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

- ___(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- ___(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I of 52.219-23.
- ___X (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___X (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___X (13) 52.222-3, Convict Labor (E.O. 11755)
- ___X(14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)
- ___X(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ___X(16) 52.222-26, Equal Opportunity (E.O. 11246)
- ___(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___(18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ___(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___(20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
 - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___(21) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ___(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
 - (ii) Alternate I of 52.225-3.
 - (iii) Alternate II of 52.225-3.
- ___(23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___X (24) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___(25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___(28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___X(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___(31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___(32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___(33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 9 of 16
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Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)
(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds (\$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontrats for commercial items a minimal number of additional clasues necessary to satisfy its contractual obligations.

(End of clause)

13	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2003
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

() 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☒ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-T002 MOD/AMD</p>	<p style="text-align: center;">Page 10 of 16</p>
--------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

____252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

____252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

___X_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

___ X 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
 (____Alternate I)
 (____Alternate II)
 (Alternate III)(10 U.S.C. 2631)

____252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

14 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

____ZERO percent increase; and
 _____ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

15 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEB/2002

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 11 of 16
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Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 12 of 16
Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC		

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

16 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

e)

17 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 13 of 16
Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC		

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

18	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

19	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
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The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 14 of 16
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Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

20 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

21 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994
(TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

22 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government Bill(s)/Commercial of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-T002 MOD/AMD	Page 15 of 16
Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC		

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

23	52.247-4010	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
	(TACOM)		

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are

[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____	_____
(NAME)	(LOCATION)

(3) Facilities for shipping by water

[] are

[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[] are

[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____ /Unit	MOTOR:_____ /Unit	WATER:_____ /Unit
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CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 16
	PIIN/SIIN W56HZV-04-C-T002	MOD/AMD	

Name of Offeror or Contractor: MIAMIAMBULANCE.COM, LLC

service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

24	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]